

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE M.N.KRISHNAN

MONDAY, THE 23RD JULY 2007 / 1ST SRAVANA 1929

WP(C).No. 22527 of 2007(F)

**AGAINST THE ORDER IN IA 2713/2005 IN
OS.377/1999 of PRL.SUB COURT,IRINJALAKUDA**
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PETITIONER/PETITIONER/1ST DEFENDANT:

**RENUKABAI RAM, W/O.KUNNATH INDUSEKHARAN,
(D/O. KARUVATHIL RAMANKUTTY), PERINJANAM VILLAGE,
CHAKARAPADAM DESOM, KODUNGALLUR TALUK.**

**BY ADV. SRI.K.S.BHARATHAN
SRI.MANOJ SUBRAMANIAN**

RESPONDENTS: RESPONDENTS/1ST PLAINTIFF AND 2ND DEFENDANT:

**1. CHANDRASEKHAR RAM,
S/O. KARUVATHIL RAMANKUTTY, PERINJANAM VILLAGE,
CHAKARAPADOM DESOM, KODUNGALLUR TALUK.**

**2. SOMASEKHAR RAM,
S/O. KARUVATHIL RAMANKUTTY, PERINJANAM VILLAGE,
CHAKARAPADOM DESOM, KODUNGALLUR TALUK.**

BY

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 23/07/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

M.N.KRISHNAN, J

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W.P.(C) No.22527 OF 2007

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Dated this the 23rd day of July, 2007

JUDGMENT

This writ petition is filed to set aside Ext.P7 order and allow the review application Ext.P4. The suit is one for partition of 5 items of properties and the parties filed a compromise application, which was recorded and a compromise decree was passed. Now there arises some doubt regarding the implementation part of the compromise decree, and for clarifying a review application is filed.

2. The main grievance is with respect to the view that items 1 to 4 are divisible by metes and bounds and regarding item No.3. In order to properly understand the compromise, it is desirable to refer to the compromise. Paragraph 1 of the compromise would show that the parties agreed that all the items are partible and that the plaintiffs and defendants are entitled to $\frac{1}{4}$ share each. So far as item No.1 is concerned, the terms of compromise is to the effect that as far as possible the tarwad house with land appurtenant to the same be set apart to the share of the second defendant and it is made clear that the building, the other improvements and

the kuzhikoors, i.e. trees are to be valued for the purpose of arriving at the value of item No.1 of the plaint schedule property.

3. So far as item No.3 is concerned, it is to be set apart to the share of the first defendant and while valuing the same house and the improvements are not to be valued, but the land wherein the building is situated and other space and the trees are to be valued for the said purpose.

4. So far as items 2 and 4 are concerned, they have to be divided by metes and bounds and each party be set apart $1/4^{\text{th}}$ share and as far as item 5 is concerned, being a school, the provision is regarding the management of the school is made. So the sum and substance of the compromise is to the effect that items 1 to 4 are divisible. Item 1 is also divisible but the house and the land appurtenant to it has to be set apart to the share of the second defendant as far as possible and the land, house, kuzhikoors and improvements are to be valued for the purpose of arriving at a figure. So far as item No.3 is concerned, it has to be set apart to the share of the first defendant without valuation of the house and improvements, but by valuing the land as well as the kuzhikoors standing in the property. As far as items 2 and 4 are concerned, they are to be divided by metes and bounds and each party to be set apart $1/4$ shares. Regarding item No.5, i.e. the school has to be managed in accordance with the terms of the compromise. By this

discussion, I clarify what is the impact of the compromise arrived at in the suit and therefore the court below can proceed on this basis for the purpose of final determination of the rights of the parties.

Writ petition is disposed of as above.

M.N.KRISHNAN, JUDGE

Cdp/-